

D E E D

BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly organized and existing pursuant to Chapter 121 of the General Laws of Massachusetts, having its usual place of business in Boston, Suffolk County, Commonwealth of Massachusetts, in consideration of Four Thousand Dollars (\$4,000.00) paid, and in consideration of covenants herein contained, Grants unto Freedom House, Inc., a corporation duly organized and existing pursuant to Chapter 180 of the General Laws of Massachusetts, having a usual place of business in Boston, Suffolk County, Commonwealth of Massachusetts, with QUITCLAIM COVENANTS, a certain parcel of land located in said City of Boston, bounded and described as follows:

The grantee covenants for itself and its successors and assigns as follows:

A. Until February 18, 2003, to devote the granted premises to, and only to, the permitted uses specified in Chapter VI of the Urban Renewal Plan for the Washington Park Urban Renewal Area adopted by the grantor on January 16, 1963, and approved by the Boston City Council on February 18, 1963, which plan is recorded in the Registry of Deeds for Suffolk County, Book 7806, Page 565, as the same may be from time to time hereinafter modified pursuant to Section 1201 thereof (hereinafter referred to with such modifications as the "Urban Renewal Plan") and to comply with the Building Requirements therein specified.

B. Until February 18, 2003, not to use or devote the granted premises or any part thereof for any use other than said permitted uses or contrary to any said building requirements.

C. Until February 18, 2003, to give preference in the selection of tenants and in the selection of subsequent purchaser if any for dwelling units in the granted premises to families displaced from the Washington Park Urban Renewal Area because of clearance and redevelopment activity, who desire to live in such dwelling units and will be able to pay rents or prices equal to rents or prices charged other families for similar or comparable dwelling units in the general area.

D. Until February 18, 2003, not to segregate through discrimination upon the basis of race, religion, creed, color or national origin or ancestry in the sale, lease, or occupancy of the granted premises or any part thereof, or to effect or execute any covenant, agreement, lease, conveyance or other instrument which provides for such discrimination, and to comply with all state or local laws in effect from time to time forbidding discrimination or segregation by reason of race, religion, color or national origin in the sale,

lease, or occupancy thereof.

E. Until February 18, 2003, not to discriminate, in carrying out the redevelopment and construction of improvements on the granted premises and in the operation of the same after completion thereof, against any employee or applicant for employment because of race, religion, color or national origin.

The covenants set forth above shall run with the land hereby conveyed and in favor of the grantor and any successor public agency designated by or pursuant to law and without regard to whether the grantor or any such successor remains or is an owner of any land or interest in the Washington Park Urban Renewal Area as defined in the Urban Renewal Plan, but shall not be enforceable by transferees of other land owned by the grantor in such Project Area; and such covenants shall not be binding on any owner or person in possession or occupancy except for his period of ownership, possession or occupancy.

The Grantee agrees that at all times during the three (3) year period immediately subsequent to the date of any conveyance made hereunder, to consult with the Grantor with respect to its rental program, including preparation of advertising matter, brochures, leases, establishment of rental offices, if any, and all aspects of said program which relate to or have an effect upon the selection of tenants and the rentals to be paid by the tenants of the property if any.

The grantee, its successors and assigns shall from time to time until expiration of the term of the Urban Renewal Plan, at all reasonable hours, give to the duly authorized representatives of the grantor and the City of Boston free and unobstructed access for inspection purposes to any and all of the improvements constructed on the granted premises and to all open areas surrounding the same.

At no time prior to the completion of the construction of the Improvements on the Property, nor at any time during the period of 18 months immediately subsequent to the date of issuance by the Authority to the Grantee of any certificate of completion as hereinafter provided in accordance with the terms of this Agreement, unless in writing, the property in its entirety, is first offered to the Grantor at a price equal to the then fair market value of the property including the principal amount of all obligations then outstanding against the property, shall any party owning an interest in the property equal to ten (10%) per cent or more of the total value of the property, except as herein provided, transfer, or cause or suffer any transfer (except an involuntary transfer caused by the death or incapacity of any such party) to be made of any such interest therein without the written approval of the Grantor; nor without such approval, shall there be any other similarly significant change in the ownership of the property or in the control of the Grantee, by any other methods or means such as increased capitalization, merger, corporate or other amendments, the issuance of additional or new stock or otherwise, whether done by the Grantee or any owner of stock, provided, however, that the Grantor shall not be obligated to repurchase the property. The Grantee and its authorized representatives, represent that they have the authority of all of its existing stockholders if any, to agree to the provision in their behalf.

The Grantee agrees that, at all times during the said eighteen (18) month period, the facilities located on the first floor and the facilities located in the basement of the property shall remain open to public inspection at reasonable hours as agreed upon between the Grantee and the Grantor.

Notwithstanding any other provisions of this Deed, the Grantee shall at all times have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion

or portions thereof, and stockholders of the grantor, if any shall have at all times the right to encumber their stock, by way of bona fide mortgage to secure the payment of any loan or loans obtained by the grantee to finance the purchase of the property, the development, construction, repair or reconstruction of any of the improvements required to be constructed by the grantee on the Property, or to refinance any outstanding loan or loans therefor obtained by the grantee for any such purpose.

This conveyance is made subject also to the additional terms and conditions set forth in Land Disposition Agreement dated 1964, by and between the grantor and the grantee hereto which provides among other things for commencement and completion of the improvements on the granted premises required by the Urban Renewal Plan, and for remedies including a right of entry or reconveyance in case of defaults, all of which survive the delivery of this deed and are binding upon all persons dealing with the granted premises and enforceable by the grantor and any successor public agency designated by or pursuant to law to the extent provided therein and as though said Land Disposition Agreement were recorded and filed herewith and in the event the grantor exercises its right of entry or reconveyance as provided therein, it may record with said Deed and file with the Suffolk County Registry District of the Land Court said Land Disposition Agreement at the time it exercises said right.

All said additional terms and conditions contained in said Land Disposition Agreement and all provisions of the Urban Renewal Plan, except only the covenants set forth specifically above in this deed and stated to run with the land, shall upon completion of said required improvements on the granted premises and the recording or registration of a certificate of completion be a conclusive determination that all obligations of the grantee, its successors and assigns, as to the granted premises have been satisfied and terminated, except

only said covenants set forth above in this deed and stated to run with the land, provided however that such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance said improvements and/or to purchase the property, or any part thereof.

If after the recording or registration of such certificate with respect to the granted premises and before February 18, 2003, any owner of such portion shall request in writing the grantor or such successor agency to determine whether any improvements constructed or to be constructed on the granted premises have been completed in compliance with the terms of such Land Disposition Agreement, and the owner shall furnish such information as may be reasonably necessary for such determination, the grantor or such agency shall promptly, and in any event within thirty days after such request, certify in writing suitable for recording or registration whether or not such improvements have been so completed.

IN WITNESS WHEREOF, on the _____ day of _____ at Boston, Massachusetts, the parties hereto have caused this instrument in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and delivered in the presence of:

By _____
Development Administrator
FREEDOM HOUSE, INC.

By _____

Approved as to form:

Title

General Counsel

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date _____

Then personally appeared before me the above-named

who executed the foregoing Instrument on behalf of Boston Redevelopment Authority and acknowledge the same to be the free act and deed of said Authority.

Notary Public
My commission expires

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date _____

Then personally appeared before me the above-named

who executed the foregoing Instrument on behalf of
and acknowledge the same to be the free act and deed of said
Corporation.

Notary Public
My commission expires

8/10/64

LAND DISPOSITION AGREEMENT

DISPOSITION FOR REHABILITATION

by and between

BOSTON REDEVELOPMENT AUTHORITY

and

FREEDOM HOUSE, INC.

for

178 Humboldt Avenue

WASHINGTON PARK URBAN RENEWAL AREA

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LAND DISPOSITION AGREEMENT

THIS AGREEMENT, made and entered into the _____ day of _____, 196____ by and between BOSTON REDEVELOPMENT AUTHORITY, and _____

WITNESSETH THAT the parties hereto have agreed as follows:

Article I

DEFINITIONS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

(a) "City" shall mean the City of Boston, Massachusetts.

(b) "Authority" shall mean the Boston Redevelopment Authority, a public body politic and corporate, created pursuant to Chapter 121, Section 26Q0, of the Massachusetts General Laws (Ter. Ed.), as amended, and shall include any successor in interest, whether by act of a party of this Agreement or by operation of law or otherwise.

(c) "Redeveloper" shall mean FREEDOM HOUSE, INC.

a corporation formed and existing pursuant to Chapter 180 of the Massachusetts General Laws (Ter. Ed.), as amended, and having a place of business in the City of Boston in said Commonwealth, and shall include any successor in interest or assign, whether by act of a party to this Agreement or by operation of law or otherwise, but shall not mean mortgagees or holders of building loan agreements.

(d) The "Property" refers to ^{the land with buildings thereon at 176 Humboldt Avenue in} the Washington Park Urban Renewal Project Area, and shall mean that property described in Exhibit A.

(e) "Work Write-Up" shall mean the detailed list of minimum required improvements to be made to the property, prepared by the Authority, a copy of which is attached hereto and made a part hereof as Exhibit B.

(f) "Plan" shall mean the Washington Park Urban Renewal Plan adopted by the Authority on January 16, 1963, and as it may be amended in accordance with the provisions therein contained, which Plan as amended to the date hereof is on file in the office of the Authority and in the office of the Clerk of the City; and a copy of which, as amended to the date hereof, has been marked Exhibit C and delivered to the Redeveloper, and is made a part hereof. The "Term of the Plan" shall mean a period of 40 years commencing upon the approval of the Plan by the City Council or a period of 40 years after the organization of the Redeveloper or the approval of the Project (as hereinafter defined), whichever is later.

(g) "Final Plans and Specifications" shall mean the drawings, sketches and plans and specifications submitted to the Authority, showing the general plan, elevations, dimensions, construction materials, methods and equipment to be employed in the completion of the improvements to be erected on the Property by the Redeveloper, a copy of which is attached hereto and made a part hereof as Exhibit

(h) "Improvements" shall mean the buildings and landscaping to be constructed by the Redeveloper pursuant to the ~~Final Plans & Specifications~~. Final Plans & Specifications.

~~(1) "Architect" shall mean the firm of~~
~~of~~, acting pursuant to a
contract for architectural services with respect to the improvements
to be erected on The Property, a copy of which contract has been
deposited with the Authority.

~~the firm of~~
~~acting pursuant to contract for~~
~~architectural services with respect to the improvements~~
~~to be erected on the property, a copy of which contract has been~~
~~deposited with the Authority.~~

(k) "Chapter 121A" shall mean Massachusetts General Laws
(Ter. Ed.) Chapter 121A, as from time to time amended, and, to the
extent applicable, Chapter 652 of the Acts of 1960.

(l) "FHFA" shall mean the Administrator of the Housing and
Home Finance Agency of the United States of America, or any officer
duly authorized to act in his behalf.

(m) "FHA" shall mean the Commissioner of the Federal Housing
Administration of the United States of America, or any officer duly
authorized to act in his behalf.

ARTICLE II

TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

Subject to all the terms, covenants and conditions of this Agreement, the Authority covenants and agrees to sell and convey, and the Redeveloper covenants and agrees to purchase the Property.

Section 202: Deposit

The Authority hereby acknowledges the receipt of Four Hundred (\$400.00) Dollars in cash or certified bank check drawn to the order of the Authority, deposited by the Redeveloper with the Authority.

Section 203: Purchase Price and Payment Thereof

(a) The purchase price for the Property shall be Four Thousand Dollars (\$4,000.00), subject to HFA concurrence if required.

Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the Property and the purchase of the same by the Redeveloper shall be at a time and place to be agreed upon by the parties hereto.

Section 205: Title and Instrument of Conveyance

(a) The sale and conveyance shall be by quitclaim deed of good and marketable title free and clear of all liens and encumbrances but subject to and with the benefit of all conditions, covenants and restrictions set forth or referred to in this Agreement and the Plan or in either thereof.

Section 206: Federal Tax Stamps and Other Closing Costs

The Redeveloper shall pay the cost of any Federal or State documentary tax stamps which may be required, and the cost of recording the deed. This Agreement may be recorded by either the Authority or the Redeveloper (at the recording party's expense) with the consent of the other party, which consent shall not be unreasonably withheld.

Section 207: Adjustments

Sewer use taxes, water charges, and taxes for the then current year shall be apportioned as of the date of performance of this agreement and shall be credited or debited, as the case may be, to the purchase price payable by the Redeveloper at the time of delivery of the deed.

Section 208: Application of Redeveloper's Deposit

Upon the sale and conveyance and delivery of possession of the Property as set forth herein, the Authority shall credit the amount of the deposit made by the Redeveloper toward the total purchase price of the property.

Section 209: Conditions precedent to Conveyance

The Authority shall not be obligated to make conveyance of the Property unless and until the following events have all occurred:

(a) Final plans and specifications for the Property have been submitted by the Redeveloper and approved by the Authority.

~~(b) The Redeveloper shall enter into a contract, satisfactory in form to the Authority, with the contractor under which the contractor shall have full and complete continuing responsibility to the Redeveloper for the construction of the improvements as required herein, subject to mutual agreement between the Redeveloper and the contractor with respect to the terms of such contract, and a copy of this contract shall be deposited with the Authority. The form of all such contracts for the construction of improvements as prescribed by the FHA is satisfactory in form to the Authority.~~

(c) The Redeveloper has furnished evidence satisfactory to the Authority, that the Redeveloper has the equity capital and commitments for mortgage financing adequate for purchase of the property and for the construction of the improvements in accordance with said approved final plans and specifications and the construction contract.

Section 210: Default by Authority

In the event that the Authority shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, then (1) the Authority shall promptly repay to the Redeveloper any deposits made hereunder; (2) all other obligations of the parties hereunder shall cease; and (3) this Agreement shall be void and without recourse to the parties hereto, unless the Authority shall elect to use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the Authority shall give written notice thereof to the Redeveloper at or before the time for performance by the Authority hereunder, and thereupon the time for the performance by the Authority shall be extended for a period of ninety (90) days, or such longer period as the Authority and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended time for performance, to accept such title as the Authority can deliver to the Property and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the Authority shall be unable to give title or to make conveyance or to deliver possession as herein provided, then (1) the deposit shall be refunded; (2) all other obligations of the parties hereto shall cease; and (3) this Agreement shall be void and without recourse to the parties hereto.

ARTICLE III

RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and assigns covenants, promises and agrees:

(1) To devote the Property to the uses specified in the Plan:

(2) Not to use or devote the Property or any part thereof for any use other than the uses or purposes specified in the Plan, or contrary to any of the applicable limitations or requirements of the Plan;

and in the selection of any subsequent purchaser or successor in interest, if any

(3) To give preference in the selection of tenants for dwelling units built on the Property to families displaced from the Project Area because of clearance and redevelopment activity, who desire to live in such dwelling units and will be able to pay rents or prices equal to rents or prices charged other families for similar or comparable dwelling units built as part of the same redevelopment.

(4) Not to discriminate upon the basis of race, color, creed or national origin in the sale, lease, or rental or in the use or occupancy of the property or improvements erected or to be erected thereon, or any part thereof;

(5) Not to effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property or any improvement thereon is restricted upon the basis of race, religion, creed, color or national origin or ancestry in the sale, lease or occupancy thereof.

(6) To comply with all state and local laws, in effect from time to time, forbidding discrimination or segregation by reason of race, religion, color or national origin in the sale, lease or occupancy thereof.

(b) The covenants in subsection (a) of this Section shall be covenants running with the land, and covenants to the same effect shall be contained or incorporated by reference as covenants running with the land in any instruments from the Authority to the Redeveloper or to its successors or assigns and in any instruments from the Redeveloper, its successors and assigns, conveying the Property or any part thereof or interest therein.

(c) The covenants in subdivision (1), (2), and (3) of subsection (a) of this Section, and the covenants to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection (b) of this Section, and all rights and obligations under any of said covenants shall terminate upon the expiration of the term of the Plan; and the covenants in subdivisions (4), (5) and (6) and the covenants to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection (b), and all rights and obligations under any of said covenants, shall terminate upon the expiration of one hundred (100) years from the date of the deed of the Property from the Authority to the Redeveloper; provided,

However, that the provisions of this agreement shall not constitute a ground for abatement of, any action, suit, or other legal proceeding instituted prior to the termination of the covenants.

(d) The Redeveloper agrees that at all times during the three (3) year period immediately subsequent to the date of any improvements made hereunder, to consult with the Authority with respect to its rental program, including preparation of advertising matter, brochures, leases, establishment of rental offices, if any, and all aspects of said program which relate to or have an effect upon the selection of tenants and the rentals to be paid by the tenants of the property if any.

Section 302: Improvements and Subdivision of Plans

(a) The Redeveloper shall not apply for a building permit for the construction of the Improvements to be erected on the Property without the prior certification of the Authority that the work to be done or completed is in accordance with the final architectural plans and specifications approved by the Authority in accordance with the provisions of this Agreement. No work shall be done on the construction of the Improvements to be erected on the Property unless such work conforms in every respect with such approved final architectural plans and specifications.

(b) In the event the Redeveloper shall fail to comply with the foregoing requirements, the Authority, may, within a reasonable time after discovery thereof by the Authority, direct in writing that the Redeveloper to modify or reconstruct such portion or portions of the Improvements erected or being erected on the Property as are not in conformance with the approved Final Plan, or any approved modifications thereof, as to bring them into conformance therewith. The Redeveloper shall promptly comply with such a directive.

(c) In submitting plans and specifications to the Authority for its approval, the Redeveloper shall comply with the terms and requirements of the Work Write-Up attached hereto as Exhibit B.

Section 303: Time for Commencement and Completion of Construction

(a) The Redeveloper shall begin the construction of the Improvements on The Property in accordance with the approved final plans and specifications within fifteen (15) days after delivery of the deed to and possession of The Property to the Redeveloper.

(b) The Redeveloper shall diligently prosecute to completion the construction of the Improvements on the Property and shall complete such construction within 180 days after delivery of the deed to and possession of the property to the Redeveloper.

(c) After the sale and conveyance and delivery of possession of the Property to the Redeveloper and during the period of construction, the work of the Redeveloper shall be subject to inspection by representatives of the Authority, of the City and of the United States of America.

(d) Prior to the sale and conveyance and delivery of possession of the Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.

Section 304. When Improvements Deemed Completed

The building of Improvements on the Property shall be deemed completed for the purposes of this Agreement when the Improvements required of the Redeveloper by the provisions of this Agreement have been built and are substantially ready for occupancy, and shall incontestably be deemed completed for the purposes of this Agreement upon the issuance of a Certificate of completion by the Authority.

Promptly after completion of the Improvements in accordance with the provisions of this Agreement, the Authority will furnish the Redeveloper with an appropriate instrument in conformity therewith.

All certifications provided for in this section shall be in such form as will enable them to be recorded in the Registry of Deeds for Suffolk County, Commonwealth of Massachusetts. If the Authority shall refuse or fail to provide any certification in accordance with the provisions of this section, the Authority shall, within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provisions of this Agreement or is otherwise in default and what measures or acts it will be required, in the opinion of the Authority, for the Redeveloper to take or perform in order to obtain such certification.

Section 305. Nondiscrimination in Employment

(a) In carrying out the redevelopment and construction of the Improvements to be constructed by the Redeveloper on the Property and in the operation of the same after completion thereof, the Redeveloper shall not discriminate against any employee or applicant for employment because of race, religion, color or national origin.

ARTICLE IV

TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: General Terms Relating to Transfer of Interest in Property by Redeveloper

(a) At no time prior to the completion of the construction of the improvements on the Property, nor at any time during the period of 10 months immediately subsequent to the date of issuance by the Authority to the Redeveloper of any certificate of completion as provided in Section 304 hereof, in accordance with the terms of this Agreement, unless in writing, the property, in its entirety, is first offered to the Authority at a price equal to the sum of the principal amount of the property including the principal amount of all obligations then outstanding against the property, shall any party owning an interest in the property equal to ten (10%) per cent or more of the total value of the property, except as herein provided, transfer, or cause or suffer any transfer (except an involuntary transfer caused by the death or incapacity of any such party) to be made of any such interest therein without the written approval of the Authority; nor without such approval, shall there be any other similarly significant change in the ownership of the property or in the control of the Redeveloper, by any other methods or means such as increased capitalization, merger, corporate or other amendments, the issuance of additional stock or otherwise, whether done by the Redeveloper or any owner of stock, provided, however, that the Authority shall not be required to repurchase the property. The Redeveloper, and its authorized representatives, represent that they have the authority of all of its existing stockholders if any, to agree to this provision in their behalf. The Redeveloper shall keep the Authority furnished with an up-to-date list of stockholders, if any, setting forth the amounts of stock owned by each stockholder.

(b) The Redeveloper agrees that it will not, within the periods set forth in subsection (a) of this section, nor within the time made, any assignment or any manner of transfer of its interest in the Property or portion thereof or in this Agreement, other than contracts or agreements to be performed subsequent to such completion, except as provided in Section 402, and except that leases of individual units may be entered into provided that rental payments commence only upon completion of the unit leased.

(c) The Redeveloper agrees that, at all times during the eighteen (18) month period referred to in sub-section (a) of this Section, the facilities located in the basement of the property shall remain open to public inspection at reasonable hours as agreed upon between the Redeveloper and the Authority.

Section 402: Mortgage of Redeveloper's Interest

Notwithstanding any other provisions of this Agreement, the Redeveloper shall at all times have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, and stockholders of the Redeveloper, if any, shall have at all times the right to encumber their stock, by way of bona fide mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the purchase of the property, the development, construction, repair or reconstruction of any of the improvements required to be constructed by the Redeveloper on the

Property by the Plan and this Agreement, or to facilitate any over-
standing loan or loans therefor obtained by mortgagee or owner for any
purpose; provided, however, that the mortgagee and the owner-
holders, if any, shall give prior written notice of the intention of
its intent to exercise its rights and their rights hereunder.

Any such mortgage and the holder thereof shall, however, be
subject to and have the benefit of all of the terms and provisions of
this Agreement.

INSURANCESection 501: Insurance on Loans

(a) The Authority shall require the borrower to obtain and maintain insurance on the property for which an advance is made in accordance with the loan made by the Authority. The borrower shall obtain all of the insurable property in support of the property insured by him and extended coverage insurance and all other risk insurance to the same extent and amount which is normally required by institutional mortgages in the use of similar property in the city.

(b) Each insurance policy shall continue in force effective at the time the insured property is subject to the risk or hazard covered thereby, and shall be continued in full force and effect for each period in the borrower is subject to such risk or hazard.

(c) Certificates of such insurance policies and coverage shall be filed with the Authority at the time of delivery of the loan as provided herein.

Section 502: Insurance Cancellation

All insurance policies shall provide for any cancellation or termination thereof shall not be in effect until notice of the Authority until after at least 30 days prior notice has been given to the Authority by the insured and such insurance policies are to be cancelled or terminated on a particular date.

ARTICLE VI

RIGHTS, REMEDIES, AND PROCEDURES IN THE EVENT OF A
BREACH BY REDEVELOPER

Section 601: Failure or Refusal by Redeveloper to Purchase
Fee Simple Title and Possession

In the event that the Redeveloper shall fail or refuse to submit preliminary plans and outline specifications or final working plans and specifications as herein provided, or shall fail or refuse to submit evidence that it has the necessary equity capital and commitments for mortgage financing as herein provided or shall, without default by the Authority as herein provided, fail or refuse to complete the purchase and accept possession of the Property as set forth herein, the Authority shall have the right to retain the amount deposited and still on deposit with the Authority as full liquidated damages, but not as a penalty, without any deduction or offset whatever and without further liability to the Authority on the part of the Redeveloper; and the Authority may in addition, upon such failure or refusal, in its sole discretion terminate, by written notice to the Redeveloper, all of its obligations to the Redeveloper hereunder.

Section 602: Consequences of Breach by Redeveloper with Respect
to Commencement and Completion of Construction,
Failure to Pay Taxes or Discharge Encumbrances, or
Unauthorized Transfers of Interest

In the event that, prior to completion of the Improvements:

(1) The Redeveloper shall fail to perform its obligations under this agreement with respect to commencement or completion of construction of Improvements;

(2). The Redeveloper shall fail to pay any real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrances or liens unauthorized by this agreement;
or

(3) There is in violation of this agreement any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the Redeveloper or with respect to the identity of the parties in control of the developer or degree thereof; the Authority shall in writing notify the Redeveloper of such failure or violation. The Redeveloper shall thereupon have thirty (30) days from the receipt of such written notice to cure such failure or violation. If the Redeveloper does not cure such failure or violation within the 30-day period (or within such extended period of time as may be established by the Authority acting solely in its discretion) and if the holder of record of any security interest in the property thereof does not exercise his rights, if any, to cure such violation or failure, the Redeveloper shall promptly transfer possession of, and reconvey, the Property, together with all of the Improvements thereon, to the Authority without cost to the Authority, by quitclaim deed but subject to any existing building loan agreements, if any, and mortgages thereon permitted under this Agreement. In the event that the Redeveloper shall fail to reconvey, the Authority may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of all damages, expenses and costs.

In the event that the Redeveloper or a mortgagee reconveys to the Authority pursuant to this Agreement, the Authority shall undertake with due diligence to resell the property so reconveyed and the improvements thereon, subject to all of the provisions of the Plan.

In the event of a failure to cure under this Section, the Authority shall have the right to re-enter for breach of condition subsequent.

In addition to the other remedies herein provided, upon such failure by the Redeveloper to cure under this Section, the Authority may in its sole discretion terminate, by written notice to the Redeveloper, any or all of its obligations to the Redeveloper hereunder.

In the event the Authority exercises its rights under this Section, any revesting of title in the Authority as a result thereof:

(1) Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage authorized by this Agreement and executed for the purpose of obtaining funds to construct the Improvements and/or to purchase the property, and (ii) any rights or interests provided in this Agreement for the protection of the holders of such mortgages.

Section 603: Notice of Breaches to Mortgagees

In the event that the Authority, pursuant to Section 602, or any other Section of this Agreement gives written notice to the Redeveloper of a failure or violation, the Authority shall forthwith furnish a copy of the notice to each of the mortgagees of record of the Property permitted under this Agreement. To facilitate the operation of this Section, the Redeveloper shall at all times keep the Authority provided with an up-to-date list of names and addresses of mortgagees and holders of building loan agreements from whom the Redeveloper has obtained loans for redevelopment operations.

Section 604: Mortgagee May Cure Breach of Redeveloper

In the event that the Redeveloper received notice from the Authority of a failure or violation under Section 602 of this Agreement and such failure or violation is not cured by the Redeveloper before the expiration of the thirty (30) day period provided for in Section 602, the holders of record of construction loan agreements and/or mortgages in replacement thereof may cure any such failure upon giving written notice of their intention to do so to the Authority within fifteen (15) days after the expiration of the thirty (30) day period.

Anything in this Agreement to the contrary notwithstanding, it is further expressly understood that should any Improvements on the Property or portion thereof be covered by a mortgage permitted under this Agreement, the mortgagee thereunder shall not be in anywise obligated to complete the Improvements contemplated in such mortgage transaction, nor shall it guarantee the completion of Improvements as hereinbefore required of the Redeveloper, and further, that in case of any default in the construction of the Improvements by the Redeveloper, the mortgagee shall have the option of completing or not completing the Improvements or causing the same to be completed.

Section 605: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 701: Obligations and Rights and Remedies Cumulative

(a) The respective obligations of the Authority and the Redeveloper pursuant to this Agreement, shall be cumulative and the reference to any such obligation shall not be construed as a limitation on any other obligation.

(b) The respective rights and remedies of the Authority and Redeveloper, whether provided by this Agreement or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

Section 702: Finality of Approvals

Where, pursuant to this Agreement, any document of or proposed action by the Redeveloper is submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval or notice or satisfaction was given.

Section 703: How Agreement Affected by Provisions Being Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.

Section 704: Covenants to be Enforceable by Authority

Any covenant herein contained which is expressed to be a covenant running with the land shall be contained in any instrument of conveyance relating to the Property and shall be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority against the Redeveloper (including its successors and assigns to or of the Property or any part thereof or any interest therein).

It is the intention of the Authority that the benefit of the covenants running with the land which are contained in any instrument of conveyance relating to the Property shall be enforceable only by the Authority and those holding title to an interest in the Property and that such conveyance shall not be enforceable by transferees of other land owned by the Authority in the area covered by the Plan.

Section 705: Parties Barred From Interest in Project

No member of the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

Section 706: Authority's Members and Officers Barred from Interest

No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the Authority shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or to its successor or on any obligations under the terms of this Agreement.

After the date hereinabove first written, the Redeveloper will not, without a prior finding by the Authority that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Plan or related Project and who is named on any list which may be furnished by the Authority to the Redeveloper as having so participated, or permit any such person to directly or indirectly acquire an interest, except an interest based upon the ownership of its capital stock if such stock is publicly held or offered, in the Redeveloper or in the Property prior to the completion of the Improvements thereon in accordance with this Agreement and the Plan.

Section 707: Agreement Binding on Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of the respective successors and assigns of the parties hereto and to any subsequent grantees of the Property or any portion thereof.

Section 708: Waivers

Any right or remedy which the Authority or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the Authority or by the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived.

Section 709: Amendments

This Agreement may be amended only by a written document, duly executed by the parties hereto and the holders of any mortgages affected thereby, evidencing the mutual agreement of the parties to such amendment.

Section 710: Approvals and Notices

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Redeveloper, and sent registered or certified mail, postage prepaid to the principal office of the party to whom it is directed, which are as follows:

Redeveloper - O. Philip Snowden, 14 Crawford Street
Freedom House, Roxbury, Massachusetts
Authority - Development Administrator, Boston Redevelopment
Authority, City Hall Annex, Boston, Massachusetts

The parties shall promptly notify each other of any change of their respective addresses set forth above.

Notices and other communications to the parties and to mortgagee and holders of construction loan agreements shall be sent registered or certified mail prepaid to the last known address of the party concerned.

Section 711: Matters to be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 712: All Agreements Contained in this Instrument

The terms and conditions of this Agreement, including the Exhibits hereto, shall constitute all of the terms and conditions that shall be required by the parties of one another as of the date of this Agreement without reference to any other instrument, other than the Application and any instruments or documents referred to therein or in the approval thereof.

Section 713: Amendment of Plan

In the event a proposed modification or amendment of the Plan affects the rights of the Redeveloper or a mortgagee as established under this Agreement, any such modification or amendment of the Plan must be consented to by the Redeveloper or mortgagee prior to becoming effective with respect to the Redeveloper or mortgagee respectively.

Section 714: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to the delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Redeveloper, but shall not survive issuance of the respective certificates of completion by the Authority except to the extent stated in the respective deeds to the Property.

Section 715: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for Redevelopment, or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in

the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, including acts of any federal, state or municipal Government or any agency thereof, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, material shortages, freight embargoes, and unusually severe weather or delays of subcontractors due to such cause; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the improvements, as the case may be, shall be extended for the period of the enforced delay:

Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages, but also any consequential delays resulting from such stoppages as well. In no event shall any financing difficulty be a cause for an extension hereunder.

IN WITNESS WHEREOF, on the _____ day of _____
at Boston, Massachusetts, the parties hereto have caused this
Agreement in five counterparts to be signed, sealed and delivered
by their duly authorized officer or agent, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and
delivered in the
presence of:

By _____
Title _____

By _____
Title _____

Approved as to form:

John C. Conley
General Counsel

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date _____

Then personally appeared before me the above-named
who executed the foregoing Agreement on behalf of Boston Redevelop-
ment Authority and acknowledge the same to be the free act and deed
of said Authority.

Notary Public
My commission expires

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss.

Date _____

Then personally appeared before me the above-named
who executed the foregoing Agreement on behalf of
and acknowledge the same to be the free act and
deed of said

Notary Public
My commission expires

EXHIBITS ATTACHED

- A - Description of Property
- B - Work Write - Up
- C - Urban Renewal Plan
- D - Final Plans and Specifications

BASIC GENERAL CONDITIONS
AND
SPECIFICATIONS

FOR THE
REHABILITATION OF PROPERTY
IN AN
URBAN RENEWAL AREA

PREPARED BY
BOSTON REDEVELOPMENT AUTHORITY
WASHINGTON PARK
JANUARY 1963

REVISED JANUARY 1964

BASIC SPECIFICATION
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GENERAL CONDITIONS

1. THE CONTRACT DOCUMENTS consist of the Agreement, the General Conditions, the Work Write-Up, the Drawings and Specifications. These form the Contract.
2. THE WORK WRITE UP shall take precedence over the Specifications, and in case of conflict, the material, equipment or workmanship called for by the "Work Write-Up" will be required.
3. THE SCOPE of the work required shall include all labor, materials, equipment, permits, specific drawings and services necessary for the proper completion of the rehabilitation of the property identified in the Work Write-Up.
4. THE DRAWINGS of floor plans are diagramatical only, illustrating the general intention of the Owner; they do not necessarily show all of the work required, exact dimensions, or construction details. When such detailed, or structural drawings are required, the Contractor shall be responsible for furnishing them. Such Contractors shall also check and verify all field measurements and shall submit with such promptness as to cause no delay in his own work or in that of any other Contractor.
5. WORKMANSHIP shall be done in accordance with the standard of the respective trades known as a "Workman-like Manner."
6. MATERIALS shall be new, in good condition and of standard grade unless otherwise agreed to in writing by the Owner before delivery to the job.
7. TRADE NAMES are used in the specifications to establish quality and type of material required; exact materials to be used on a specific property will be described in the Work Write-Up.
8. SURVEYS, when required, shall be furnished by the Owner unless otherwise specified.
9. PERMITS AND LICENSES necessary for the completion of the work shall be secured and paid for by the Contractor unless otherwise specified. The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified.

10. PROTECTION OF WORK AND PROPERTY The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this contract. When adjacent property is affected or endangered by any work done under this contract, it shall be the responsibility of the Contractor, to take at his expense, whatever steps are necessary for the protection of the adjacent property, and to notify the Owner thereof of such possible hazards.
11. INSPECTION of the work during normal working hours by Owner-BRA representatives shall be facilitated by the Contractor, and the work shall be subject to such inspectors approval and acceptance.
12. CHANGES IN THE WORK, including substitutions of materials, change in the scope or workmanship required by the contract, which may be proposed by the Contractor, or found necessary or desirable as the work progresses, shall be detailed in writing, and shall be approved by both the Contractor and the Owner before any work incidental thereto is stated.
- In Cases where the work is to be financed by an FHA insured mortgage, all change orders must also be approved by the FHA before the change is made.
13. OWNER'S RIGHT TO TERMINATE CONTRACT Failure of the Contractor to perform any work under this contract for a period of ten (10) consecutive days following its commencement without the written consent of the Owner shall constitute a breach of the contract and the Owner may at his option by written notice terminate his obligations hereunder and contract for or otherwise effect the completion of the work then uncompleted by the Contractor, and may set-off against the contract price herein set forth, the costs and expenses of completing such work, or in the event the Owner has at the time of such breach and termination paid to the Contractor an amount in excess of the fair value of the work then completed, the Contractor shall refund to the Owner promptly upon demand, an apportioned amount of the total sum thereto before paid by the Owner.

14. INSURANCE POLICIES (personal liability and property damage) riders and agreements necessary to defend and save the Owner harmless from any and all suits, actions, claims and/or damage shall be obtained by the Contractor without expense or obligation to the Owner. Certificates of such insurance shall be filed with the Owner before work under this contract is to commence.

In case the Contractor claims that any damages resulting from bodily injuries, including death or otherwise, were caused by reason of the joint negligence of the BRA, its agents or employees, or claims such damages were caused solely by the negligence of the BRA, its agents or employees, nevertheless, the Contractor agrees to undertake at his own expense the defense of any claims arising from such damages and agrees to pay any judgements which may be recovered in any manner or in any tribunal as a result of such claims.

15. WORKMAN'S COMPENSATION INSURANCE shall also be taken out and maintained during the life of this contract by the Contractor for all employees on the site, according to the State Law. Certificates of such insurance are to be filed with the Owner before such work under this contract is to commence.

16. LIENS AND CLAIMS If at any time liens and/or claims for which, if established, the Owner might become liable, and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due, or thereafter to become due, an amount sufficient to indemnify the Owner completely against such liens or claims. Should there prove to be any such lien or claim remaining unpaid after all payments due the Contractor hereunder are exhausted, the Contractor shall pay the amount necessary to discharge such lien or claim to the Owner promptly on demand.

17. SUBCONTRACTORS shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this shall not relieve the General Contractor, if such a one is awarded the contract, from the full responsibility to the Owner for the proper completion of all work to be executed under this agreement, and he shall not be released from this

responsibility by any subcontractoral agreement he may make with others.

18. BIDS OR PROPOSALS will be submitted at the Bidders' risk and the Owner reserves the right to reject any or all bids or proposals.
19. BUILDING CODES All work to be done shall be subject to the regulations of the Building Code of the City of Boston, chapter 479 of the Act of 1938, as amended.
20. CASH ALLOWANCES The Contractor shall include in the contract sum all allowances named in the Contract Documents and shall cause the work so covered to be done by such Contractors and for such sums as the Owner or the BRA may direct, the Contract sum being adjusted in conformity therewith.
21. GUARANTY BONDS The Owner shall have the right prior to the signing of the contract to require the Contractor to furnish a bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder.
22. ASSIGNMENT Neither party to the contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.
23. REPAIRS shall be made to all surfaces damaged by the Contractor in his work under this contract, at no additional cost to the Owner. Where "repair of existing work" is demanded by the Contract, the feature is to be placed in "equal to new condition" either by patching or replacement; all damaged or loose, or rotted parts shall be removed, replaced, and the painted finished work shall match adjacent work in design and dimension.
24. CUTTING AND PATCHING The Contractor shall do all cutting fitting or patching of his work that may be required to make its several parts come together properly. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor.

25. CLEAN UP AND REMOVAL from the site of all debris and waste materials resulting from his work, shall be the responsibility of the Contractor who will, upon completion of his work, leave the premises in "broom-clean" condition and all windows washed.

SECTION B

DEMOLITION - CONCRETE - MASONRY

1. DEMOLITION of all parts to be removed shall be done in a safe, orderly fashion, taking care to avoid damage to parts which are to be left in place. All debris shall be removed from the premises as it is generated and shall not be allowed to accumulate.
2. CONCRETE WORK
 - a) Cement - Average concrete exposed to the weather shall contain not less than six bags of cement per cubic yard.
 - b) Water - Average water-cement ratio shall not exceed six gallons per bag of cement.
 - c) Slump - Heavy foundations, massive walls 4 inches.
Other reinforced concrete 6 inches.
 - d) Strength - Concrete shall have a compressive strength at 28 days of at least the required design strength but not less than 2500psi.
 - e) Prevention of Freezing - The temperature of concrete shall be maintained at not less than 50 degrees for 72 hours after placing. Dependence shall not be placed on salt or other chemicals.
 - f) Reinforcement - All yard pavement and cellar slabs shall be reinforced with 6" x 6" - #10 welded wire mesh. The total thickness for slabs shall not be less than 3".
 - g) Ratproofing shall be at least 2" thick.
3. MASONRY
 - a) Job mixed mortar shall consist of the following minimum proportions by volume:

Class	Portland Cement	Hydrate Lime	Masonry Cement	Sand
A	1	1	-	6
B	1	2	-	8
C	1	-	-	3
 - b) Cement mortar ready mix, standard grade is acceptable.
 - c) No masonry work shall be done when the temperature of the surrounding air is below forty degrees F.
 - d) All joints shall be completely filled with mortar.
 - e) All brick, stone or block used shall match adjacent work and samples shall be approved by the Owner or his Agent before starting the work, unless the work is to be painted or covered.
 - f) Tuck pointing shall be done only after the joints have been raked out to a minimum depth of 1/2" and wetted.

- g) All damaged, loose or salmon brick, in area to be re-built, must be removed until sound brickwork is encountered.
- h) New brick patches shall be toothed into and match in size, joints, and bond, the existing work.
- i) Face brickwork shall be tied to back-up work with headers let into existing back-up wall every sixth course.
- j) Cinder or concrete block walls shall be filled solid up to grade unless a suitable footing is provided.

SECTION C

CARPENTRY

1. FRAMING LUMBER shall be construction grade, Douglas Fir, Eastern Hemlock or Spruce.
 - a) Allowable spans for floor, roof, and ceiling joists shall be as specified in the FHA Minimum Property Standards, Appendix B, and Part 25 of the Boston Building Code.
 - b) Bearing partition stud walls shall not be less than 2" x 4" studs, set with long dimension perpendicular to the wall, 16" on center, and shall be bridged at least once at mid-height.
 - c) Joist spacing shall be no more than: 16" on center.
 - d) Notching and cutting of structural members shall not be done without the approval of an authorized inspector.
 - e) Salvaged lumber may be used if in the opinion of the authorized inspector, it meets grade requirements.
2. SUB-FLOORING may be plywood or common boards.
 - a) Plywood shall be Douglas Fir; 5/8" over existing sub-floor where resilient flooring is to be laid and joists are not over 16" on center.
 - b) Nail plywood sub-floor to joist at each bearing with 8d common or 6d threaded nails spaced 6" on center along all edges and 10" on center along intermediate members.
 - c) Install plywood with outer plies at right angles to the joists or sub-flooring.
 - d) Common boards used as sub-flooring shall be not over 8" wide or less than 3/4" thick when laid on joist spaced 16" on center.
 - e) Nail boards with 8d common nails or 6d threaded nails, providing two nails in 4" and 6" boards and three nails in 8" boards.
3. SHEATHING shall be as specified under "Sub-flooring" except the plywood shall be of exterior type or structural interior type.
4. TILE UNDERLAYMENT shall be 1/4 inch A D, interior or exterior type plywood or 1/4 inch untempered hard board placed with smooth side up. Nail underlayment with cement coated, rosin coated or ring grooved nails placed on 4" centers on all edges and over the face of each piece.
5. FINISH FLOORING may be wood, or resilient material so-called for on the "work write up."

a) Flooring

<u>Material</u>	<u>Min. Thickness</u>	<u>Maximum Width</u>
Hardwood	25/32"	3 1/4"
Softwood	25/32"	3 1/4"

- (1) Nailing - Nails shall be as recommended by flooring manufacturer. Blind nail T & G flooring, driving nail at an approximate angle of 50 degrees. Space nails every 10" to 12" o.c.
- (2) Paper - Install 1 layer of asphalt bldg. paper over sub-floor before installing fin. floor.
- b) Resilient flooring - See "work write up" for: the type, color and pattern of resilient flooring. Asphalt tile 1/8" min. thickness, vinyl asbestos tile min. thickness 1/16". Resilient flooring shall be laid in exact accordance with the recommendations of the manufacturer.
6. FINISH LUMBER shall be of a species suitable for its intended use, kiln dried #1 dimension, free from tool marks and other objectionable defects.
 - a) Interior trim, unless otherwise specifically called for, shall match existing adjacent or adjoining work in design and dimension.
7. DOORS where required by the "work write up" shall be:
 - a) 1 3/4" min. thickness for exterior openings and 1 3/8" min. thickness for interior openings.
 - b) Of stock sizes and design unless "work write up" calls for them to match existing doors or openings.
 - c) Of solid wood, flush panel, 1 3/4" thick, equipped with self-closing hardware where one hour fire doors are called for.
 - d) Of Hollow Core wood, flush veneered, 1 3/8" thick for interior non-rated openings.
 - e) Taken to mean the installation of the jamb, casing (both sides), butt hinges, lock set and door; and any required repairs to the adjoining surfaces. All wood work and repaired adjoining surfaces to be finished as per "work write up".
8. HARDWARE shall be put in operable condition or provided with:
 - a) Interior doors shall be installed with two butt hinges 3 1/2" x 3 1/2" and passage lock sets.
 - b) Bath room or toilet compartment doors shall be provided with "privacy lock" sets.
 - c) Closet doors shall be provided with metal latch device.
 - d) All exterior doors shall be hung on 3, 4" x 4" butt hinges and shall be provided with a "passage" lockset. Storm or screen doors shall have a safety door check.
9. WINDOW
 - a) Frames, sill, sash, trim and hardware shall match existing work in design and dimension unless otherwise specified.
 - b) New window sash and frames may be wood, steel, aluminum or bronze.
 - c) Installation of windows shall comply with the recommendations of the manufacturer.

- d) Hardware shall be installed. Suitable means of locking window unit shall be provided.
10. KITCHEN All Kitchen cabinets shall be prefinished stock type wood cabinets unless specified in "work write up".
- a) Base Cabinet - minimum size 24" x 36" x 24".
 - b) Wall Cabinet - minimum size 30" x 18" x 12".
 - c) Counter Tops - shall be 25" deep and 3/4" thick with backsplash 4" high by 3/4" thick. These tops shall be custom built to length and shape desired. Surface shall be securely bonded to 3/4" Plywood or pressed wood under applied pressure to insure against delamination. All edges shall be self edge of 1 1/2" and back splash 3/4" self edge.
11. EXTERIOR CORNICES shall be repaired, removed or replaced as called for in the "work write up".
- a) Cornices to be repaired shall have all rotted or deteriorated parts removed and replaced with new parts matching original work.
 - b) Where cornices are to be removed, the "work write up" will describe the treatment of the wall exposed by such removal.
 - c) Where a new cornice is called for in the "work write up", it shall be so designed as to provide a minimum of maintenance.
12. LINEN CLOSET - Each required linen closet shall have a minimum:
- a) Depth - 14"
 - b) Width - 18"
 - c) Number of shelves - five, spaced 12" on center. The bottom shelf shall be between 18" to 24" above the floor and the top shelf shall be not over 74" above the floor.
 - d) Construction - 2" x 3" studs (3" way) 16" on center - sheet rock or plaster, both sides applied.
 - e) Door and hardware - as per item #7, page 4, and have two 3" x 3" butt hinges and passage lock set.
13. CLOTHES CLOSET - Each required clothes closet shall have a minimum:
- a) Depth - two feet clear - inside dimension.
 - b) Width - three feet clear - inside dimension.
 - c) Construction - 2" x 3" studs (3" way), 16" on center, sheet rock or plaster, both sides.
 - d) Door(s) (hinged) - up to 4' closet width, minimum width 2', 6'6" height, 1 3/8" thick. Note: Over 4' closet width - requires double doors; over 4' to 5' closet width - min. 3' framed opening; over 5' to 6' closet width - min. 4' framed opening. Note: Folding and Slide doors acceptable if of standard quality.
 - e) Hardware - as stated per item #8 Hardware.
 - f) Height - Enclosing walls shall extend from the floor to the ceiling. Hanging space (1) minimum - adequate to permit 5' clear hanging space; (2) maximum - shelf shall not be over 74" above floor of room.

- g) Shelf and Rod - minimum of one shelf and rod with at least 8" clear space above shelf. The center of the rod shall be a minimum of 2" from the bottom of the shelf. Shelf - minimum width shall be 12" nominal dimension - shelf and rod over 4' in length shall have a center support.

SECTION D

STUCCO, PLASTERING AND WALL BOARD

1. STUCCO

- a) Mortar for all applications shall consist of one part of Portland Cement to not less than 3 nor more than 5 parts of damp loose aggregate by volume. Hydrate lime may be used but shall not exceed 10% by weight nor more than 25% by volume of the cement used.
- b) The temperature of the surrounding air shall not be less than 40 degrees F during application and for at least 48 hours thereafter.
- c) Surfaces to be stuccoed shall be covered with 3.4# per sq. yard metal lath lapped, at end and sides a minimum of 1" and nailed 16" o.c. vertically and 6" o.c. horizontally.
- (1) Wood surfaces are to be covered with 15 lb. felt prior to application of the metal lath.
- d) Apply in 2 or 3 coats; the final coat shall not be applied sooner than 7 days after the preceding coat. Before applying the final coat, the surface shall be dampened evenly to obtain uniform suction.
- (1) Apply 2 coats on masonry to a min. thickness of 5/8".
- (2) Apply 3 coats over wood surfaces to a minimum thickness of 7/8".

2. PLASTERING

- a) Gypsum plaster materials shall be standard commercial brands.
- b) Mix - Gypsum plaster may contain sand not in excess of three times the weight of the gypsum.
- c) Only gypsum plaster shall be used on gypsum masonry.
- d) Application - apply plaster in 3 coat or in 2 coat double up work - minimum thickness 1/2".
- e) Gypsum lath shall be applied with long dimension across supports and with end joints staggered.
- (1) Nailing - Nail with 12 or 13 gage lathing nails having approximate 3/8" heads with nails spaced not more than 4" on center with a min. of 4 nails at each stud. Use 6 nails for 24" wide lath. Length of nail shall be that which will provide at least 1" penetration in horizontal supports and 3/4" penetration into vertical supports.
- f) Gypsum lath shall not be used as a base for Portland Cement Plaster.
- g) Wood lath - Existing wood lath shall be securely nailed and wetted down prior to applying plaster.
- h) Metal lath shall be applied according to manufacturer's directions, whether used for patching or new work.
- i) Expanded metal or wire lath as a base or reinforcement for plastering shall weigh not less than 2.2# per sq. yd.

3. WALL BOARD shall be Gypsum Plaster Board, carefully fitted and sized prior to nailing in place.

- a) Nails shall be driven with their shanks perpendicular to the space of the board and seated below the surface of the board without breaking the paper, in accordance with the following schedule:

<u>Size</u>	<u>Ceiling</u>	<u>Side Walls</u>	<u>Type of Nail</u>
3/8" & 1/2"	7" o.c.	8" o.c.	1 1/4" GWB Annular ring Flat head 1/4" dia.
5/8"	6" o.c.	7" o.c.	1 7/8" 6d cem. coat type.

- b) Joint mix shall comply with the recommendation of the manufacturer. A minimum temperature of 55 degrees F. shall be maintained in the room where the work is done until the cement is completely dry.

- c) Tape application - Follow manufacturer's directions.

- (1) Over joints the tape shall be embedded in cement and covered with a thin layer of cement; a second and a third coat shall be applied. Each coat shall be dry before applying the next coat. Each coat shall be feather-edged and extended beyond the previous coat, approximately 2". The finish coat shall be sanded lightly and any imperfections filled in prior to any painting and decorating.
- (2) Over nails - check to see that all nails have been driven so that their heads are below the surface of the board, leaving a dimple in the surface without breaking the paper. Cover nails with 3 applications of cement, allowing time to dry between each coat. The final coat shall be sanded lightly before application of paint or other decoration.
- (3) Inside corners shall be reinforced with a quarter round wood moulding or with tape imbedded in cement finished as specified "Over Joints," paragraph C (1) as selected by the Owner in the "work write up."
- (4) Outside corners shall be protected by wood moulding, metal moulding, or metal corner reinforcement as selected by the Owner in the "work write up."

- d) Panel Application

- (1) 3/8" install 1 layer directly on studs.
- (2) Install 1 layer, 3/8" thick directly on studs. Laminate 1 layer 3/8" over 1st panel with compound.
- (3) Install 1/2" directly on studs or strapping for walls, ceilings.

- e) Patching of stucco or plaster, when called for in the "work write up" shall be meant to include the removal of all loose material encountered until sound construction is reached, including the removal of rotted or deteriorated lath.

SECTION E

FIRE RESISTIVE CONSTRUCTION

1. ONE HOUR FIRE RESISTIVE CONSTRUCTION:

- a) Partitions shall be steel or wood 2 x 4 studs, spaced 16" on center, covered with wire lath and 3/4" plaster applied to both sides of studs. If of wood it shall be fire stopped.
- b) Ceiling shall be wire lath and 3/4" plaster. On 1 x 3 strapping 12" on center.
- c) Openings - protected by 1/4" wire glass in a fixed frame (as approved by Building Department) of 1 3/4" solid core wood door - self closing.
- d) Public stairway protection shall mean a one hour fire resistive partition and the one hour fire door or doors -- as specified.

2. TWO HOUR FIRE RESISTIVE BOILER ROOM PROTECTION

- a) Walls - 8" concrete block set in (1-3) cement mortar.
- b) Openings - protected by class B (1 1/2 hour) door set in metal frame - labelled door and frame shall be approved by the Underwriter's Laboratory, Inc. with self closing device.
- c) Ceiling - metal lath (3.4# per square yard) nailed to joists with 1 1/2" barbed roofing nails with 7/16" head - 6" o.c. finished with Vermiculite or Perlite plaster with a min. thickness of 3/4".

- 3. SKYLIGHT PROTECTION - Install min. #12 gauge wire - mesh not greater than 1" placed not less than 4", nor more than 10" from the glass it protects, or 1/4" wire glass.

SECTION F

GLASS AND GLAZING

1. GLASS

- a) Windows shall be glazed or reglazed, where required, with single strength clear glass - Grade B.
- b) Skylights shall be glazed with 1/4" wire glass.
- c) Putty shall consist of pure linseed oil, pure whiting, and at least 10% pure white lead, natural color.
- d) Prime all wood sash before the placing of putty.
- e) Glass shall be bedded in putty and secured in place with glazing points and face puttied. All excess putty shall be removed and all glass left clean.

SECTION G

ROOFING, SHEET METAL, CAULKING

1. ROOFING - Built up roofing, when called for, shall be installed in exact accordance with the manufacturer's directions and have a 10 year guaranteed roof. The Contractor shall state in writing the conditions for the 10 year guarantee warranty. Existing raised seams of metal roofs shall be knocked down prior to the application of any new roofing.
 - a) Where "repair of existing roof" is called for in the "work write up", all flashings shall be copper or zinc checked out and made watertight; all bubbles in existing roofing shall be cut out and secured and at least one coat of tar and 1 ply of saturated felt shall be applied.
2. Built-up roofing and flashings for the following type roofs shall be installed in exact accordance with manufacturer's instructions and have at least 10 year guarantee:
 - a) Flat deck 1/2" to 6" in 1'-0" smooth finish.
 - b) Dead level deck 0" to 1/2" in 1'-0" smooth finish.
 - c) Dead level deck 0" to 1/2" in 1'-0" level deck bitumen and gravel or slag.
 - d) Steep decks 2" to 9" in 1'-0" mineral surface.
 - e) Flat decks 1" to 3" in 1'-0" asphalt and gravel or slag.
3.
 - a) Clean damaged area to obtain bond and install two ply of 15# felt separated by two flood coats of hot pitch.
 - b) Under conditions where cold patches have been previously made, roofing shall be stripped to original deck and roofing installed in accordance with new roof specifications.
 - c) Chimneys, vent pipes, scuttles, skylight bases, etc. shall be re-flashed with copper, zinc or lead and under no conditions be repaired with mastic as a total flashing.

ASPHALT SHINGLES

- (1) All shingles shall be of good quality such as Bird, Ruberoid, Barret and weigh at least 220# per square.
 - (2) Nails shall be concealed on all hips and ridges.
 - (3) Roof pitches less 5" in 1'-0" shall require a self-sealing type shingle.
4. GUTTERS - shall be no less than 26 gauge and 5" half round galvanized metal securely fastened, or #1 fir 3 x 4, 4 x 5, or 4 x 6 wood gutter to allow proper drainage.
 - a) Joints shall be covered by recessing lead strips and mastic enough to obtain a smooth and flush surface on the inside of gutters.
 - b) Goose-necks shall be set in mastic and recessed to obtain smooth surface at downspouts.
5. DOWNSPOUTS shall be no less than 26 gauge and 3" round galvanized metal securely fastened, or aluminum except where 2" is suitable.
6. SKYLIGHTS shall be a standard residential HIP type. Ventilating throat and damper shall be included where required by the "work write up." Glazing shall be wire glass.

7. CAULK around all doors and window frames, window panes, or other locations where called for or needed to make a water-tight job.

- a) Material and application - Use standard commercial brands of caulking compound delivered to the job in unopened packages, applied in exact accordance with the manufacturer's directions. Gun application for gun grade of knife application for knife grade.

SECTION H

PAINTING AND DECORATING

1. PREPARATION OF SURFACES

- a) Wood surfaces to be painted shall be cleaned by best means possible to remove loose and scaley paint and rough spots. Where previous paint coats have chipped and peeled, the edge shall be sanded down to obtain a smooth surface before new paint is applied.
- b) Plaster or Wall Board surfaces to be painted or papered shall be sound, smooth, and sealed free from holes, cracks, or irregularities. All old wall paper shall be entirely removed.
- c) All new or repaired work shall have a prime coat of paint applied immediately after installation.

2. MATERIALS (PAINT)

- a) All paint and other finished materials shall be of good quality such as Pittsburg, Sherwin-Williams, Benjamin Moore, Devoe, or approved equal.
- b) All paints shall be delivered to site in manufacturer's sealed containers. Each container shall be labeled, giving manufacturer's name, type, (or paint), color and instructions.
- c) Before proceeding with painting, color samples shall be shown the owner for his selection.
- d) The finish coat in kitchens and bathrooms shall provide a durable and washable surface.

3. APPLICATION (PAINT)

- a) Do not apply exterior paint in damp, rainy weather or until the surface has thoroughly dried from the effects of such weather. Do not apply paint when temperature is below 50 degrees F.
- b) Finished work shall be uniform, of approved color, smooth and free from runs, sags, defective brushing and rolling. Make edges of paint adjoining other materials or colors sharp and clean.
- c) Paint application shall consist of two coats (min.) on old work; three coats on new to all surfaces and visible edges. The top and bottom edges of doors shall be covered with a minimum of one coat.
- d) No paint shall be applied until all nail holes have been puttied and all defects in wood work have been eliminated by the insertion of dutchmen or complete replacement of the damaged part. Before any paint is applied, all knots shall have a coat of shellac.

4. REFINISH WOOD FLOORS

- a) Sand floors to provide a smooth and even surface suitable for finishing, or clean floors with steel wool, Savagran, Sal Soda or other approved cleaning agents.
- b) If flooring is open grain wood; apply one coat of sealer after sanding.
- c) Floors may be finished by any of following methods:
 - (1) One coat sealer and two coats of wax.
 - (2) Stain and two coats wax.
 - (3) One coat shellac, varnish or lacquer and one coat wax.
 - (4) Two coats of varnish or shellac.
 - (5) Two coats floor and deck paint and one coat of wax.

SECTION I

MISCELLANEOUS IRON AND STEEL

1. FIRE ESCAPE shall conform to the Boston City Building Code for Standard Fire Escapes (Sec. 1812 of Code) and shall be located, designed, and erected as indicated in the "work write up."
- a) Paint all members of fire escapes with one shop coat of rust-inhibiting paint before erection.
2. LINTELS and other steel structural members called for in the "work write up" or necessary, shall be of the sizes called for.
 - a) Paint all structural steel with one shop coat of rust-inhibiting paint before erection.
 - b) Lintels shall have a minimum bearing of 4" at each end.
3. RAT PROOFING of doors and windows at or near grade.
 - a) Door - install non-corrosive metal (min. 26 gauge 8" wide) to base of door (exterior side).
 - b) Windows - Install not less than #12 gauge non-corrosive wire, maximum opening 1/2". Wire to be installed on a separate frame and secured to existing window frame with hook and eye - two sides.
 - c) Every cellar floor shall be covered with a ratproof floor of concrete or solid masonry laid in cement mortar, not less than 2" or other approved flooring.

SECTION J

PLUMBING

1. SANITARY WASTE AND DRAINAGE PIPING above ground shall be standard weight galv. steel pipe with cast iron drainage fittings, or extra-heavy cast iron soil pipe and fittings.
 - a) All piping passing through the roof shall be flashed with 4" lead or copper.
2. WATER PIPING above ground shall be type L copper tubing with wrought copper solder joint fittings.
 - a) Valves shall be 150# brass with ends similar to fittings. Valves shall be provided at each piece of equipment to permit removal without shutting off service.

2. b) Unions shall be provided to permit removal of equipment without cutting piping.

2A. WATER DISTRIBUTION

- a) There will be one shut off valve 8" away from meter, on property side.
 - b) All basement mains and lines will be of 3/4" type "L" copper tubing.
 - c) Runs of pipe to fixtures may be of 1/2" type "L" copper tubing with shut off valves at all fixtures.
 - d) At the terminal of all rising lines, there will be a 12" shock absorber.
 - e) All piping must be rigidly supported to overcome sagging and be so arranged that it may be easily drained.
3. GAS PIPING shall be black steel pipe installed in accordance with the recommendations of the City of Boston Building Code.
 - a) Provide 125# brass gas stops where required.
 4. WATER HEATER shall be automatic; complete with all controls and with a 10 year tank warranty. The capacity and type will be given in the "work write up".
 - a) A pressure temperature relief valve shall be provided.
 - b) Recovery time for water heater, when heated from a boiler with a summer-winter hook-up, shall be approximately 100 degrees in 3 minutes, in accordance with FHA requirements.
 - c) Tankless heaters shall not be rated at less than 6 gallons per minute for each living unit.
 5. PLUMBING FIXTURES which exist and are to remain, shall be placed in good working order. Replace all missing or damaged fittings with new fittings of same design or replace the entire set.
 - a) Fittings shall be chrome plated and supplies to each fixture shall be provided with stop valves to permit removal without shutting off service.
 - b) Bathroom fixtures called for in the "work write up" or required, shall be:
 - (1) Water closet, American standard or equal "Cadet" model vitreous china, free standing, close-coupled closet combination with reverse trap bowl, extended rear shelf, tank and cover, china caps, complete with tank fittings and supply stop valve.
 - (2) Lavatory, American Standard, "Ledge wood" model or equal enameled cast iron shelf back lavatory, front overflow, acid-resisting 17" x 19" wall hanger, supply pipes with wheel stops & "P" trap, with Heritage trim.
 - (3) Bathtub, American Standard, "Salem" model or equal 5 feet long enameled steel tub with Colony over rim bath filler and stops on supply lines.
 - (4) Accessories shall include:
Grab bar and soap dish at bathtub.
Toilet paper holder at water closet.
Soap dish at lavatory (may be integral with lavatory).
Towel bar.
Mirror and medicine cabinet or equivalent enclosed shelf space.

SECTION K

HEATING

1. THE HEATING PLANT, if existing and to remain, shall be thoroughly cleaned and all worn or damaged parts, fittings and accessories replaced.
2. NEW PLANTS, if called for in the "work write up" will be described in an addenda to this specification.
3. EXISTING PLANTS, which are to be expanded, modernized or altered will be described in an addenda to this specification.
4. SHOP DRAWINGS showing the proposed heating system, including size and location of all heating units, pipe sizes, boiler, its capacity and controls, shall be submitted by the heating contractor and approved by the inspector before proceeding with the work.

SECTION L

ELECTRICAL

1. EXISTING EQUIPMENT

- a) Existing electrical equipment throughout the building which becomes superfluous shall be disconnected and removed.
- b) Existing materials found to be in good condition and complying with the National Board of Fire Underwriters may be left in service.

2. WIRING

- a) Wiring shall be as follows:

- (1) Concealed branch circuits-----Type-TW wire in EMT or Type-AC armored cable (BX)
*
- (2) Exposed branch circuits-----Type-TW wire in EMT or in approved surface raceway
*
- (3) Service and feeders-----Type-RH/RW in EMT or in rigid galvanized conduit or approved service entrance cable, min. size 3# 6's

*As required by City Code in all cases

- b) Wiring shall be run concealed wherever possible. Where wiring must be run exposed, it shall be run in EMT firmly fastened to ceiling or walls with approved fasteners. 18" of wiring may be run exposed (BX only). All wiring in cellar shall be tubing.
- c) Minimum wire size shall be No. 14 AWG.
- d) Minimum wire size shall be No. 12 AWG for appliance circuits.
- e) Minimum wire size shall be No. 10 AWG for feeders to panels.
- f) Ordinary 419 on receptacles.

3. WIRING DEVICES

- a) Where 15-amp, 125-volt duplex receptacles are required, provide any brand which is U.L. approved.

3. b) Where 20-amp, 250-volt receptacles are required, provide any brand which is U.L. approved.
- c) Single pole room lighting switches shall be any brand which is U.L. approved. Three-way and four-way switches shall be any brand which is U.L. approved.
- d) Plates for all switches and receptacles shall be 0.04 inch brass, except where within reach from bathtub, in which case non-conducting type (including screws) shall be used.
4. SERVICE, FEEDER, AND SAFETY SWITCHES
 - a) Service feeder and safety switches shall be U.L. approved.
 - b) Provide type "S" fuses as required in all disconnect switches.
5. PANEL BOXES
 - a. Panel boxes shall be enclosed code gauge sheet steel cabinets with doors and catches.
 - b) Panel circuits shall be protected by automatic circuit breakers or type "S" fuses.
6. LIGHTING FIXTURES
 - a) The Contractor shall provide all lighting fixtures complete with lamps, glassware, mounting hardware, frames, and Trim, stems, ballasts, sockets, etc., to provide a complete operating fixture at each location as called for in the "work write up".
7. FURNACE CONNECTION
 - a) Electrical connections required for the heating plant are to be made by this contractor and included in the heating contract.
8. CUTTING, FITTING AND PATCHING
 - a) All cutting of walls, floors, ceilings, partitions, etc., for the passage of electrical work; closing of superfluous openings around same in connection with the work under this item; including the removal of all debris caused thereby, shall be performed by the Contractor performing the electrical work in a workmanship like manner.
9. GUARANTEE
 - a) The Contractor shall guarantee all work furnished and installed under this Contract to be free from defects in materials and workmanship for a period of one (1) year following date of final acceptance of the work.

SECTION M

LANDSCAPING

1. ROUGH GRADING - Fill material shall be free of debris or other detrimental material. All fill shall be compacted to a density that will avoid damaging settlement to lot improvement. Fill shall be placed when ground is frost free and weather is favorable.
2. TOP SOIL shall be a minimum of 4 inches (compacted depth). Free of stones, debris and other materials detrimental to plants. The surface soil shall be compacted lightly to minimize settlement. Top soil shall be placed when ground is frost free and weather is favorable.

3. SEEDING - seed quality shall be a minimum purity of 85%, minimum germination of 80% and weed content not exceeding a maximum of 1/2%. Seed mixture shall be not less than 85% (by weight) permanent grass and 15% (by weight) annual grass.
 - a) Application - Rate of spread as recommended by the producer but not less than 4 pounds per 1,000 square feet. Roll with a light roller and water thoroughly with a fine spray, avoiding erosion of seed bed. Seeding shall be done when ground is frost free and weather is favorable.
4. SODDING - Sod shall be fresh cut, taken from a thick stand of permanent lawn grass, reasonably free from weeds and coarse grass. It shall be at least one inch thick, uniform in thickness and cut in strips.
 - a) Application - Lay sod in strips avoiding wide joints. Sodding shall be done when ground is frost free and weather is favorable.

SECTION N

CHAIN - LINK FENCE

1. CHAIN - LINK FENCE

a) Materials:

- (1) Chain - link fabric shall be 2-inch mesh fabric, the wire shall be of #9 industrial wire (.140" diameter). All shall be hot dipped galvanized.
- (2) All posts, top rails, and braces shall be steel or malleable iron, hot-dipped galvanized zinc coated after fabrication, and this coating shall be bright and clean and not weighing less than two ounces per square foot. Die castings and cast iron are not acceptable.
- (3) Line posts shall be 2 inches in O.D. (2.72 lbs./ft.)
- (4) End and/or terminal posts on each section of fence shall be 2-1/2 inches in o.d. (3.65 lbs./ft.)
- (5) Top rails shall be 1-5/8 inches in o.d. (2.27 lbs./ft.)

b) Erection:

- (1) Post-spacing in each run of fence shall be uniform and not over 10 feet on centers. Posts shall be carefully aligned and plumbed in each direction.
- (2) Post settings shall consist of concrete footings not less than 12 inches in diameter. The posts shall be set 6 inches above the bottom of the concrete footings. The footings shall be beveled at the top and troweled smooth, so that rain water drains away from the posts.
- (3) The top rail, shall be continuous through line posts and rigidly connected to all end, corner, and gate posts.
- (4) Chain-link fabric shall be flush with top rail. The fabric shall be stretched tightly to eliminate sags and buckles. The fabric shall be laced to posts at intervals not exceeding 14 inches and to top and bottom rails at 24-inch intervals, with No. 6 galvanized wire.

MEMORANDUM

October 1, 1964

TO : Boston Redevelopment Authority

FROM : Edward J. Logue, Development Administrator

SUBJECT: APPROVAL OF LAND DISPOSITION AGREEMENT AND DEED FOR
CONVEYANCE OF PROPERTY AT 178 HUMBOLDT AVENUE
WASHINGTON PARK, TO FREEDOM HOUSE, INC.

At its meeting of August 13, 1964, the Authority approved conveyance of the property at 178 Humboldt Avenue in the Washington Park area to Freedom House, Inc. for purposes of rehabilitation demonstration.

This approval was subject to the proviso that the work be completed in accordance with rehabilitation specifications approved by the Authority.

These specifications, which are contained in the Work Write-up and Plans prepared by the Authority's Rehabilitation Staff are submitted to this meeting as part of the proposed Land Disposition Agreement for the Authority's approval. Also submitted for the Authority's approval is an appropriate form of Deed.

The Authority's Rehabilitation staff, after a detailed inspection and cost analysis, estimate that the total value of the rehabilitation required will be approximately \$12,000.00. In order to accomplish this work, Freedom House has secured a mortgage commitment and is prepared to begin the work immediately upon conveyance of the property. Certain of the appliances and materials will be provided at a substantial discount to Freedom House for this demonstration and a portion of the work to be done will be donated by interested members of the community.

I, therefore, recommend that the Authority approve the Land Disposition Agreement and Deed submitted to this meeting and that the Development Administrator be authorized to execute these documents substantially in the form presented.

Appropriate votes are attached.

VOTED: That the Development Administrator be and he hereby is authorized on behalf of the Authority to execute substantially in the form presented to this meeting, a Land Disposition Agreement by and between the Boston Redevelopment Authority and Freedom House, Inc. pursuant to which the property located at 178 Humboldt Avenue in the Washington Park Urban Renewal Area shall be conveyed to Freedom House, Inc. and execution of such Agreement by the Development Administrator shall be conclusive evidence that said Agreement is in the form submitted to this meeting.

VOTED: That the Development Administrator be and he hereby is authorized to execute and deliver to Freedom House, Inc. a deed to the property located at 178 Humboldt Avenue in the Washington Park Urban Renewal Area. The form of said deed by the Development Administrator shall be substantially as presented to this meeting and execution of said deed shall be conclusive evidence that said deed is in the form submitted to this meeting.

WASHINGTON PARK URBAN RENEWAL AREA

"WORK WRITE UP"

178 Humboldt Avenue
Address

One Family
Occupancy

City of Boston
Owner's Name

Kennedy- Draper
Rehabilitation Team

LA 3-5100 - EX 445
Owner's Phone

Date

BASEMENT

1. Install 100 sq. ft. of wire lath and plaster over boiler area.
2. Install new bulkhead frame and door.
3. Remove water closet and cap existing pipe.
4. Remove soap stone sinks and wood flooring in laundry area.
5. Replace approximately 15 lin. ft. of waste pipe. (Includes 3 elbows)
6. Replace lead fittings at gas meter with rigid pipe.
7. Replace cold water pipes from meter to all fixtures using 3/4" copper tubing and remove all lead traps.
8. Install new heating ducts from boiler to all rooms. Check boiler and burner.
9. Remove all debris.

FIRST FLOOR

Hall

1. Paint walls.

Kitchen

1. Remove gas water heater to cellar. This heater to be checked; if faulty, replace.
2. Install new ceiling approximately 144 sq. ft.
3. Install new vinyl asbestos floor over underlayment of 15# felt, approximately 144 sq. ft.
4. Install new 42" Youngstown cabinet sink.

Work Write Up
178 Humboldt Avenue

FIRST FLOOR (Cont'd)

Kitchen (Cont'd)

5. Install new stove.
6. Paper walls and paint trim.

Pantry

1. Install new ceiling approximately 24 sq. ft.
2. Install new vinyl asbestos floor over underlayment of 15# felt, approximately 24 sq. feet.
3. Repair walls and paint.

Bathroom (Proposed Storage Room)

1. Install new ceiling approximately 32 sq. ft.
2. Remove all plumbing fixtures.
3. Install new vinyl asbestos floor over underlayment 15# felt, approximately 32 sq. feet.
4. Paper walls and paint trim.

Dining Room

1. Install new ceiling approximately 168 sq. feet.
2. Repair approximately 40 sq. feet of wall and paper walls and paint trim.

Living Room - Sitting Room and Den

1. Patch plaster and paint ceiling.
2. Paint walls.

SECOND FLOOR

Hall

1. Install new ceiling 270 sq. feet.
2. Paper walls.

Work Write Up
178 Humboldt Avenue

SECOND FLOOR (Cont'd)

Kitchen (Proposed Bedroom)

1. Install new ceiling approximately 144 sq. feet.
2. Remove kitchen sink, stove and unnecessary pipes.
3. Patch and paper walls. Paint trim.

Bathroom

1. Install new ceiling approximately 80 sq. feet.
2. Install new lavatory, water closet and 5' C.I. tub, American Standard or equal.
3. Paint walls and trim.
4. Install new vinyl asbestos floor with underlayment of 15# felt approximately 80 sq. ft.

Bedrooms (3)

1. Install new ceilings.
2. Paper walls and paint trim.

THIRD FLOOR

Hall

1. Install new ceiling approximately 100 sq. feet.
2. Repair and paint walls.

Bathroom

1. Install new water closet American Standard or equal.
2. Install new vinyl asbestos floor over underlayment of 15# felt approximately 100 sq. ft.
3. Redecorate.

Bedroom, Front

1. Install new ceiling approximately 196 sq. ft.
2. Install new prehung hollow core door complete with hardware.
3. Repair walls and paint.

Work Write Up
178 Humboldt Avenue

THIRD FLOOR (Cont'd)

Bedroom, Side

1. Paint ceiling.
2. Patch walls and paint.

Bedroom, Right

1. Repair approximately 80 sq. feet of wall and paint walls.

Rear Hall

1. Patch plaster and paint walls and ceiling.

Vestibule

1. Install new ceiling approximately 32 sq. feet.
2. Paper walls.

ELECTRICAL

Service

1. Install new 100 amp service and three 6 circuit panels.
2. Install one 60 amp feeder with one 6 circuit panel.
3. Place new and existing circuits on new meter board.

Wiring

1. Rewire entire cellar - check out existing in each floor.
2. Install 27 receptacles, 23 switches and 15 fixtures.

EXTERIOR

Roof

1. Remove slate roof and replace with asphalt shingles.

Chimneys

1. Point two chimneys.

Gutters

1. Replace approximately 160 lin. ft. of gutter and necessary fascia board.

Work Write Up
178 Humboldt Avenue

EXTERIOR (Cont'd)

Downspout

1. Install approximately 80 lin. feet of 4" galvanized downspout.

Walls

1. Paint all trim and windows (1 coat) and replace missing asphalt shingles.

Doors

1. Install new bulkhead door and one prehung solid core door at rear porch.

Windows

1. Install 2 sash at cellar and 2 sash in attic.
2. Install approximately 15 double sash.
3. Install 37 aluminum half screens.

Front Porch

1. Remove front section of porch.
2. Install 2 hand rails at front stairs.
3. Redeck where necessary.

Rear Porch

1. Rebuild rear porch with 3 treads and 4 risers and 3 sq. ft. landing and hand rail.

Landscape

1. Remove two trees at side of front porch and seed area.

Demolition

1. Remove barrel shed at rear.

Note:

1. Repair balustrade at front hall.
2. Clean and finish all wood floors.

Kennedy-Draper:edj